NOTIFICATION OF STATEWIDE CONTRACT

May 2, 2006

CONTRACT TITLE: Recycling – Paper, Metal, Aluminum Cans, and Plastic for state agencies located in

Kansas City, Missouri

CURRENT CONTRACT PERIOD: September 1, 2006 through August 31, 2007

RECYCLING COORDINATOR: Robert Didriksen BUYER INFORMATION: Karla Wiseman

(573) 751-3384 (573) 751-1686

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RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	09/01/05 - 08/31/06	8/31/09

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.**PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE- MENT
C305196001	4308329410 0	Batliner Paper Stock Co. 2501 Front St. Kansas City, MO 64120	No	Yes

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~

Contract Line Items	Type of Recycled Materials (C/S Code 92660)	Percentage of the "Industry Wide Price" to be paid to State Recycling Office
001	Sorted Office Waste Paper	60%
002	Mixed Office Waste Paper 8	
003	Sorted Ledger Office Waste Paper	70%
004	Shredded Office Waste Paper 50%	
005	Corrugated Cardboard	50%
006	Metal Fair Market P	
007	Aluminum Cans Fair Market Pri	
008	Plastic Fair Market Price	

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
09/01/06 – 08/31/07	05/02/06	Renewal
09/01/05 – 08/31/06	09/01/05	Initial issuance of new statewide contract for collection and recycling for paper, metal, aluminum cans, and plastic for state agencies located in Kansas City, Missouri

Any agency desiring to recycle collections of paper, metal, aluminum cans, and plastic, should contact the Recycling Coordinator, as stated on page one to implement service. In addition, if any agency encounters any problems regarding quality of service or collection time, send your complaint, in writing, to the Recycling Coordinator as stated on page one.

The Division of Purchasing and Materials Management has awarded C302146001 in accordance with the following requirements.

REQUIREMENTS

1. General Requirements:

- 1.1.1 The contractor shall provide Recycling Services for the State of Missouri, within the City of Kansas City, Missouri, in accordance with the provisions and requirements stated herein.
- 1.1.2 The contractor shall provide recycling services to the locations specified herein. The contractor shall understand and agree that the locations specified herein shall not be construed as an all-inclusive listing.
- 1.1.3 The contractor shall submit reports and payment for services provided for the State of Missouri to the Office of Administration, Division of Purchasing and Materials Management, State Recycling Program.
- 1.1.4 During the contract period, the State of Missouri may request the relocation of recyclable containers, (bins, carts, outside containers, and/or baling equipment); and that these containers may be enlarged and/or reduced in size in order to better serve the interests of the State of Missouri.
- 1.1.5 During the contract period and any extension thereof, the State of Missouri may request the contractor to provide like services at other State of Missouri locations under the same terms, conditions, provisions and prices applicable under the contract.
- 1.1.6 The contractor shall provide and be responsible for the installation, upkeep and maintenance of all outside recyclable containers. The State of Missouri shall not be responsible for any loss or damage to the contractor's equipment, including but not limited to fire, flood, vandalism, or theft.

2. Recyclable Material Removal:

2.1.1 The contractor shall furnish collection "desk-side bins" and "carts" for interior spaces. These 14-quart (or their equivalent) desk-side bins shall be composed of at least 20% post-consumer plastic with an approved city logo. The collection carts shall not exceed a 64-gallon capacity and shall be composed of at least 20% post-consumer plastic with an approved State of Missouri logo.

Although collection carts are targeted at maximum capacity of 64 gallons, the State of Missouri is willing to consider larger capacity containers where the contractor is able to provide evidence of both convenience and adequate safe guards for the health and well-being of the State of Missouri staff and maintenance contractors who are required to empty and/or move such containers. The requirements for placement of a State of Missouri logo on the recycling containers by the contractor may be met by a mutually agreed sticker in lieu of a heat process or hot melted logo.

- 2.1.2 The contractor shall furnish exterior "drop-off" containers spotted outside in dock areas or parking lots. The size of these containers is not to exceed 20-yards (cubic). The contractor may also furnish Gaylord boxes. The exterior drop-off containers shall be placed in the spaces designated by the State of Missouri in consultation with the contractor. The State of Missouri reserves the right to alter the size of the container and to increase or decrease the number of pick-ups at each location based on the amount of materials generated.
- 2.1.3 The contractor shall furnish (an) equivalent baling machine(s) where the State of Missouri has installed machine(s). The contractor shall furnish additional balers at appropriate locations with sufficient volumes to support the program.

In the event the State of Missouri exercises all of its contract renewal options, the recycling containers, baler, and other required equipment shall be deemed State of Missouri property and shall not be returned to the contractor. In the event the State of Missouri does not exercise all three (3) of its renewal options, the State of Missouri shall use good faith efforts to assist in the return of the recycling containers, balers, and other equipment provided by the contractor to the State of Missouri for this program.

- 2.1.4 The contractor shall insure that each external drop-off container shall be completely enclosed, locked against casual use, fire and rat proof.
- 2.1.5 The contractor shall insure that each external drop-off container shall be kept clean, free from insects, vermin and offensive odors. The contractor shall keep said containers painted so as to present a well-maintained appearance.
- 2.1.6 The contractor shall exercise its best efforts to keep the parking areas adjacent to the drop-off containers neat and clean from litter or debris that might occur as a result of their collection operations.
- 2.1.7 The contractor shall exercise all necessary safety precautions for the protection of the life and health of all persons. The contractor shall exercise all necessary safety precautions to prevent damage to property, materials, supplies, and equipment and to avoid work interruptions in the performance of the contract.
- 2.1.8 The contractor shall understand and agree that the containers are to be picked-up on an "on-call" basis in order to maximize efficiency and minimize costs and that the turn around time for on call pick-ups shall not exceed forty-eight (48) hours following notification. Furthermore, the contractor shall understand and agree that notification shall be by facsimile machine. Containers are to be picked up on a routine basis (weekly or monthly) at facilities that generate high volumes of shredded paper materials.

3. Recycling Service:

- 3.1.1 The State of Missouri shall establish a recycling program for paper, metal, aluminum cams, and plastic at selected facilities. Sorted office waste paper, mixed office waste paper, sorted ledger waste paper, shredded office waste paper, and corrugated cardboard are to be separated by the State of Missouri or contractors, and placed in external containers, to be provided by the contractor at the locations listed herein. Shredded office paper may be placed inside internal or external waste paper containers without additional processing or packaging.
- 3.1.2 The contractor shall understand and agree that revenues payable to the State of Missouri shall be a percentage based on the Official Board Markets ("The Yellow Sheet") an industry-wide price index, and shall be mutually agreed upon for each material. Such percentage shall remain fixed throughout the term of the contract.
- 3.1.3 The contractor shall designate an "information coordinator" to work with the State of Missouri, providing information and materials that convey which types of materials will be accepted, and all the necessary steps

employees will need to follow to ensure the recovery of recyclables. The coordinator should be available as needed, since the amount of time required will fluctuate from service inception through implementation. This information service will include:

- Signage
- ► Educational literature
- Special promotions such as Earth Day, America Recycles Day, state-ran conferences, and other promotions to be mutually agreed upon.
- 3.1.4 The contractor shall submit a report of the weight of recyclables picked-up with its monthly payment to document and support said payment. These reports will be reconciled with monthly receipts left on site at the various facilities.
- 3.1.5 At its sole discretion, the State of Missouri may require the contractor to notify the State of Missouri in advance of any pick-up so that the State of Missouri may independently document container's percentage of fill. The contractor shall maintain an accurate, verifiable recording and tracking system, acceptable to the State of Missouri for substantiating payments. To facilitate calculation of pick-up weights, the State of Missouri and the contractor shall use a mutually agreed upon table of container capacities, percentage of filling, and corresponding estimated weights. The State of Missouri reserves the right to require certified scale tickets as needed to verify accuracy of fill/weight ratios.
- 3.1.6 The contractor shall provide reports and payments by the 15th of each month following the month during which the pick-up was made.
- 3.1.7 The contractor shall understand and agree that payments not received by the 15th of the month shall be deemed delinquent and a late fee penalty shall be assessed on all delinquent amounts. The rate shall be one and one-half percent (1-1/2%) of the delinquent balance per month.
- 3.1.8 The contractor must include with the submitted payment a detailed report including the following information:
 - ► Date of pick-up.
 - ► Pick-up location.
 - Contents of each container (mixed office paper, corrugated cardboard, metals, etc.).
 - ► Size of each container.
 - ► Weight of each container.
 - Weight of recyclables by feedstock type, totaled per month by facility and department.
 - Current market price on the 15th of each month for contents of each container.
- 3.1.9 The State of Missouri may request additional services under the contract as new or different facilities are established or renovated. For all locations, with more than forty (40) employees, the contractor shall begin service within sixty (60) days of notification. For those facilities with less than forty (40) employees, the contractor may elect to decline service based upon insufficient generation process.
- 3.1.10 The State of Missouri may also, when it is mutually agreeable, add other materials/commodities to this recycling program with provisions based on an Industry Index, quoted percentage, container, location, etc.

4. Responsibilities of the State of Missouri:

- 4.1.1 The State of Missouri will designate a person to act as a State representative with respect to the services to be performed under the contract with such person having authority to transmit instructions, receive information, interpret and define state policies and decisions with respect to the services covered by the contract.
- 4.1.2 Provide area for collection containers to be used as collection sites.
- 4.1.3 Notify contractor when pick-up of recyclable is needed.
- 4.1.4 Give prompt written notice to contractor whenever the State of Missouri observes or otherwise becomes aware of any defect in the service or performance by contractor.

CURRENT STATE AGENCY LOCATIONS WITHIN THE KANSAS CITY, MISSOURI AREA

FLETCHER DANIELS STATE OFFICE BUILDING 615 E. 13TH STREET KANSAS CITY, MO 64016

405 E 13TH ST KANSAS CITY MO 64106

417 E 13TH ST KANSAS CITY MO 64106

6300 ENTERPRISE RD SUITE 125 KANSAS CITY MO 64120

1331 OAK STREET KANSAS CITY MO 64106

GILLHAM PLAZA, SUITE 500 & 100 301 EAST ARMOUR KANSAS CITY MO 64111

451 EAST 20TH STREET KANSAS CITY MO 64108

6148-6150 RAYTOWN TRAFFICWAY RAYTOWN MO 64133

3100 BROADWAY, SUITE 226 PENNTOWN OFFICE CENTER KANSAS CITY MO 64111

700-726,801-805 TRUMAN RD KANSAS CITY MO 64105

1100 HOLMES KANSAS CITY MO 64106

6419 NORTH COSBY AVENUE KANSAS CITY MO 64157

6301 MAIN STREET GRANDVIEW MO 64030 6138 RAYTOWN TRAFFICWAY RAYTOWN MO 64133

14TH AND GRAND AVENUE KANSAS CITY MO 64141

11TH AND HOLMES KANSAS CITY MO 64106

1221 CHARLOTTE KANSAS CITY MO 64155

3630 ARROWHEAD AVE INDEPENDENCE MO 64057

16TH & CHERRY KANSAS CITY MO 64141

16647 EAST 23RD STREET INDEPENDENCE MO 64106

18610 EAST 37TH TERRACE INDEPENDENCE MO 64057

3100 MAIN STREET SUITE 206 KANSAS CITY MO 64111

18675 E 39T ST INDEPENDENCE MO 64057

1734 EAST 63RD STREET SUITE 110 KANSAS CITY MO 64110

3675 SOUTH NOLAND ROAD SUITE 110 INDEPENDENCE MO 64055

1330 BRUSH CREEK BLVD KANSAS CITY MO 64127

4731 SOUTH COCHISE INDEPENDENCE MO 64067

1734 E 63RD STE 504 KANSAS CITY MO 64110

RR 17 RAYTOWN MO 64133

6801 LONGVIEW ROAD KANSAS CITY MO 64134

934 WYANDOTTE KANSAS CITY MO 64105

4049 PENNSYLVANIA KANSAS CITY MO 64111

3100 BROADWAY STE 609 KANSAS CITY MO 64111

1924 OAK ST KANSAS CITY MO 64108

1805 GRAND AVE KANSAS CITY MO 64116

3023-3111 SWOPE PARKWAY KANSAS CITY MO 64130

6300 ENTERPRISE RD SUITE 125 KANSAS CITY MO 64120

201 PARTRIDGE INDEPENDENCE MO 64055

103 NORTH MAIN INDEPENDENCE MO 64050 HWY 470 & COLBERN RD LEE'S SUMMIT MO 64064

15301 EAST 23RD ST INDEPENDENCE MO 64055

3717 S. WHITNEY WAY INDEPENDENCE MO 64055

3675 NOLAND ROAD INDEPENDENCE MO 64055

243 NW EXECUTIVE WAY LEE'S SUMMIT MO 64063

8500 EAST BANNISTER ROAD KANSAS CITY MO 64134

MCCOMA'S MUNICIPAL AIRPRT LEE'S SUMMIT MO 64063

2601 N.E. BARRY ROAD KANSAS CITY MO 64156

4900 SWOPE PARKWAY KANSAS CITY MO 64130